from an injury is instantaneous, no action for the injury survives. *Illinois, etc. R. Co.* v. *Pendergrass*, 69 Miss. 425, 12 So. 954; *Dillon* v. *Great Northern Ry. Co.*, 38 Mont. 485, 100 Pac. 960. See *Hansford* v. *Payne*, 11 Bush (Ky.) 380, 385. But *cf. Murphy* v. *New York, etc. R. Co.*, 30 Conn. 184; *Worden* v. *Humeston, etc. R. Co.*, 72 Iowa 201, 33 N. W. 629. Nor is there a survival, if there was conscious suffering which was substantially contemporaneous with death. *The Corsair*, 145 U. S. 335, 348. It is said that the deceased never suffered damage substantial enough to give him a cause of action which could survive. It would seem to follow, as the principal case holds, that no action survives in cases where the decedent lived for a time, but was never conscious. See *St. Louis, etc. Ry.* v. *Craft*, 237 U. S. 648, 655. But the weight of authority takes a contrary view. *Bancroft* v. *Boston, etc. R. Co.*, 93 Mass. 34; *Olivier* v. *Houghton, etc. Ry.*, 134 Mich. 367, 96 N. W. 434.

EQUITY — JURISDICTION — POLITICAL RIGHTS; INJUNCTION TO PROTECT. — One Gilmore, a Democrat, is candidate for Railroad Commissioner. The State Democratic Committee is about to nominate one Hurdleston for the office. TEXAS REV. STAT. 1911, § 3173, forbids the state committee of a party to nominate candidates. TEXAS REV. STAT. 1911, § 3143, authorizes a *mandamus* to enforce the prior statute; and TEXAS REV. CR. STAT. 1911, § 226, makes its violation criminal. Gilmore seeks to enjoin the committee from making the nomination. *Held*, that an injunction will issue. *Gilmore* v. *Waples*, 188 S. W. 1037.

Although all political rights are considered legal rights, yet between purely political rights and civil rights the courts draw a distinction. The overwhelming weight of judicial authority is to the effect that courts of equity will not protect those political rights which do not involve civil rights. *Fletcher* v. *Tuttle*, 151 Ill. 41, 37 N. E. 683; *Kearns* v. *Howley*, 188 Pa. 116, 41 Atl. 273; *Green* v. *Mills*, 69 Fed. 852; *State* v. *Aloe*, 152 Mo. 466, 54 S. W. 494; *Winnett* v. *Adams*, 71 Neb. 817, 99 N. W. 681. See 5 POM. EQ., 3 ed., §§ 331, 332; KERR, INJUNCTION, 4 ed., 8. Most of these cases proceed on the ground that there has been no tort at law, a position perhaps open to some doubt. See Pound, "Equitable Relief against Injuries to Personality," 29 HARV. L. REV. 640, 681; 30 HARV. L. REV. 172, 174. However that may be, it must be clear that the use of an equitable remedy in a case like the present, where the appeal is from a party body and the injunction runs to them, involves practical difficulties very serious in character. Policy leaves the redress of this class of wrongs to the voters. See *Winnett* v. *Adams*, 71 Neb. 817, 825, 99 N. W. 681, 684. The statutory remedy by *mandamus*, too, seems as sufficient as it is convenient. And if it was a sound principle of equity before the statute passed that political rights would not be protected, it must be so still, for most political rights are "legal" rights whether or not they are recognized by statute. The distinction is between political and civil, not political and legal, rights.

EVIDENCE — HEARSAY — EVIDENCE OF INTERPRETATION OF OPPONENT'S DECLARATIONS. — In an action for personal injuries, the defendant set up a release by the plaintiff. The plaintiff, a Pole, seeks to show that he signed this without knowledge of its nature. It was proved that the defendant's agent, when securing the plaintiff's signature, had used a bystander as an interpreter. The defendant offers the testimony of the agent as to what, during the interview, the interpreter had told him that the plaintiff said. *Held*, that this is admissible. *Grocz* v. *Delaware & Hudson Co.*, 161 N. Y. Supp. 117.

In conformity to the rule against hearsay, a participant in a conversation carried on through an interpreter may not generally testify to the interpretation of what was said by the other speaker. *State* v. *Noyes*, 36 Conn. 80. But it is well settled that such evidence may be introduced by one party to the suit